

RECORDATION NO. 6092-A
JUL 27 1977 11 25 AM
INTERSTATE COMMERCE COMMISSION

Counterpart No. 1 of 12
A-7592
B-154

RELEASE AND BILL OF SALE

WHEREAS, CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter referred to as "Railway") has heretofore executed and delivered to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, (heretofore referred to as "Bank") that certain Security Agreement dated as of March 26, 1971, (hereinafter referred to as "Agreement") mortgaging three (3) Rebuilt EMD E-8's Diesel Electric Locomotives, Railway Nos. 5031B, 5032A and 5033A, (hereinafter referred to as "Equipment"), as security for the indebtedness of the Railway; and

WHEREAS, effective June 1, 1972, Railway assigned all of its interest in said Security Agreement and the Equipment to CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter included in the term "Railway"); and

WHEREAS, the Bank has received from Railway all payments due under said Agreement with respect to the Equipment and all conditions and obligations of Railway with respect to the Equipment have been satisfied in full;

NOW, THEREFORE, Bank, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railway, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Agreement or the Loan Agreement and any security agreement referred to in Section 15 of the Agreement.

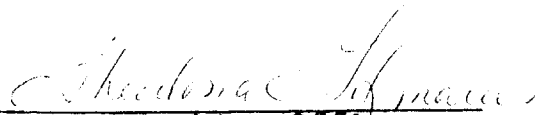
Bank does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged, that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Bank or arising out of any act, obligation or liability on its part. The Bank hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Bank.

IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, acting in accordance with the terms and conditions of the aforementioned Security Agreement has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Banking Officer, this 13th day of October, A. D. 1977.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By 
Vice President

ATTEST:


Banking Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Eileen Heedson, a Notary Public duly commissioned and qualified in and for the County and State aforesaid and residing therein DO HEREBY CERTIFY that PETER D. HORNE and Theodosia Fitzmorris, to me personally known and known to me to be, respectively, a Vice President and a BANKING OFFICER of Continental Illinois National Bank and Trust Company of Chicago and the identical persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and being first duly sworn by me, severally acknowledged to me that they are, respectively, a Vice President and a BANKING OFFICER of said corporation; that as such officers they signed, sealed and delivered said instrument in behalf of said corporation by authority and order of its Board of Directors as the free and voluntary act and deed of said corporation, and as their own free and voluntary act; that they know the seal of said corporation; that the seal affixed to said instrument is the seal of said corporation; and that said corporation executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 13th day of October, A. D. 1977.

Eileen Heedson
Notary Public

MY COMMISSION EXPIRES
SEPTEMBER 22, 1978